

REMARKS

In the Office Action mailed November 11, 2007, the Examiner objected to claims 12, 13, 14, and 17; rejected claims 1-4 and 6-10 under 35 U.S.C. § 103(a) as unpatentable over Eisenhauer et al., Native Data Representation: An Efficient Wire Format for High Performance Computing, Georgia Institute of Technology, GIT-CC-01-18, 2001 (Eisenhauer) in view of U.S. Patent No. 6,851,089 to Erickson et al. (Erickson); and rejected claims 5 and 11-18 under 35 U.S.C. § 103(a) as unpatentable over Eisenhauer, Erickson and further in view of U.S. Patent Application Publication No. 2002/0099735 to Schroeder et al. (Schroeder).

By this amendment, Applicants amend claims 12, 13, 14, and 17 to respond to the Examiner's objections and amend claims 1, 2, 7, and 11 to more clearly define the features of those claims.

Claims 1-18 are currently pending.

Regarding the objection to claims 12, 13, 14, and 17, Applicants submit that the amendments to those claims obviate the basis of the Examiner's objection.

Rejection of claims 1-4 and 6-10 under 35 U.S.C. § 103(a)

The Examiner rejected claims 1-4 and 6-10 under 35 U.S.C. § 103(a) as unpatentable over Eisenhauer in view of Erickson. Applicants respectfully traverse this rejection.

Claim 1 defines, in an application integration system that communicates messages between applications, a computer-implemented method for transmitting electronic messages that preserves a message format native to both a sending application and at least one receiving application. Amended claim 1 recites a combination of features including "receiving a message from the sending application, the message having a message format used by the sending application," "wrapping the message in a markup language file envelope, when the sending and receiving application have the same message format and when the sending and receiving application have different message formats converting the message format of the received message before transmission to the receiving application," "routing the markup language file envelope with the message through the application integration system," "unwrapping the message from the markup language file envelope," and "transmitting

the message according to the message format to the receiving application."

The Examiner alleges that Eisenhauer at section 3.1.1, lines 1-4 discloses the above-noted "wrapping" feature of claim 1. Office Action, page 3. Specifically, the Examiner appears to allege that "marshalling" constitutes "wrapping." Eisenhauer's marshalling includes a message "prefixed with a small 32-128 bit format token that identifies the format of the message." However, the token describes the format of the message rather than providing any form of "wrapping." As such, Eisenhauer fails to disclose or suggest any form of "wrapping," much less the claim 1 "wrapping the message in a markup language file envelope, when the sending and receiving application have the same message format and when the sending and receiving application have different message formats converting the message format of the received message before transmission to the receiving application."

The Examiner alleges that Erickson at col. 25, line 57-col. 26, line 15 discloses that the "envelope is a markup language envelope." Office Action, page 3. However, a careful scrutiny of Erickson reveals that it lacks the disclosure alleged by the Examiner. Rather than "wrapping the message in a markup language file envelope, when the sending and receiving application have the same message format and when the sending and receiving application have different message formats converting the message format of the received message before transmission to the receiving application" as recited in claim 1, Erickson discloses "the creation of wrappers that are used to extract information from Web sites." Abstract and col. 25, line 57-col. 26, line 15.

In view of the foregoing, neither Eisenhauer nor Erickson discloses or suggests at least the following feature of claim 1: "wrapping the message in a markup language file envelope, when the sending and receiving application have the same message format and when the sending and receiving application have different message formats converting the message format of the received message before transmission to the receiving application." Claim 1 as well as claims 2, 3, 4, and 6 at least by reason of their dependency from independent claim 1, are allowable over Eisenhauer and Erickson, whether taken alone or in combination, and, thus, the rejection of those claims under 35 U.S.C. § 103(a) should be withdrawn.

Claim 7, although of different scope, includes features similar to those noted

above with respect to claim 1. For at least the reasons noted above with respect to claim 1, claim 7 as well as claims 8-10, at least by reason of their dependency from independent claim 7, are allowable over Eisenhauer and Erickson, whether taken alone or in combination, and, thus, the rejection of those claims under 35 U.S.C. § 103(a) should be withdrawn.

Applicants also note that Eisenhauer disparages the use of markup languages, such as XML. For example, at the 2nd paragraph of page 4, Eisenhauer states "XML encoding and decoding costs are substantially higher than [sic] those of other formats due to the conversion of data from binary to ASCII and vice versa." Eisenhauer goes on to criticize XML as having "substantially higher network transmission costs." Eisenhauer thus clearly teaches away from using a markup language, such as XML. Because Eisenhauer teaches away from using a markup language, such as XML, a skilled artisan would not combine Eisenhauer with Erickson's system that uses "XML." For this additional reason, the rejection of claim 1-4 and 6-10 under 35 U.S.C. § 103(a) should be withdrawn.

Rejection of claims 5 and 11-18 under 35 U.S.C. § 103(a)

The Examiner rejected claims 5 and 11-18 under 35 U.S.C. § 103(a) as unpatentable over Eisenhauer, Erickson and further in view of Schroeder. Applicants respectfully traverse this rejection.

Claim 5 depends from claim 1 and includes all the features recited therein. For at least the reasons noted above with respect to claim 1, neither Erickson nor Eisenhauer discloses or suggests at least the following feature of claim 5: "wrapping the message in a markup language file envelope, when the sending and receiving application have the same message format and when the sending and receiving applications have different message formats converting the message format of the received message before transmission to the receiving application." Although Schroeder discloses a technique in which inbound data is translated or converted to an XML format, Schroeder fails to cure the noted deficiencies of both Eisenhauer and Erickson. As such, claim 5 is allowable over Eisenhauer, Erickson, and Schroeder, whether taken alone or in combination, and, thus, the rejection of claim 5 under 35 U.S.C. § 103(a) should be withdrawn.

Independent claim 11 recites a combination of features including "an inbound adapter connected with the sending application, and configured to ... wrap the message in a markup language file envelope according to a markup language format used by the application integration system and if the sending and receiving application have substantially different file formats converting the file format before transmission." For at least the reasons noted above, neither Erickson, Eisenhauer, nor Schroeder discloses or suggests this noted feature of claim 11. As such, claim 11 and claims 12-18, at least by reason of their dependency from independent claim 11, are allowable over Eisenhauer, Erickson, and Schroeder, whether taken alone or in combination, and, thus, the rejection of those claims under 35 U.S.C. § 103(a) should be withdrawn.

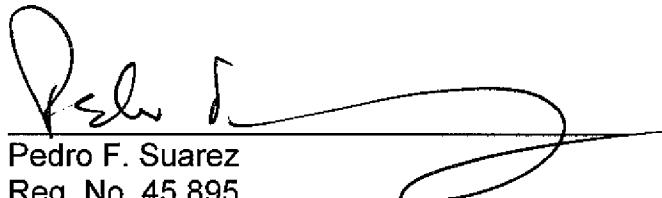
Moreover, Applicants also note that a skilled artisan would not combine Eisenhauer, which as noted above disparages the use of markup languages, with Erickson and Schroeder, both of which use "XML." For this additional reason, the rejection of claim 5 and 11-18 under 35 U.S.C. § 103(a) should be withdrawn.

CONCLUSION

On the basis of the foregoing amendments, the pending claims are in condition for allowance. It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper.

No fee is believed to be due, however the Commissioner is hereby authorized to charge any fees that may be due or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-062/2003P00267 US. If there are any questions regarding reply, the Examiner is encouraged to contact the undersigned at the telephone number provided below.

Respectfully submitted,



Pedro F. Suarez
Reg. No. 45,895

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Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
5355 Mira Sorrento Place, Suite 600
San Diego, CA 92121
Customer No. 64280
Tel.: 858/320-3040
Fax: 858/320-3001